

THE STATE OF TEXAS .

BID # LC-N-0739-039-20626

ORDINANCE # 05-0186

COUNTY OF HARRIS .

CONTRACT # 56736

## I. PARTIES

### A. Address

**THIS AGREEMENT FOR WINDOW & GLASS SURFACE CLEANING SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **SUPERIOR BUILDING SERVICES, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

#### City

City Purchasing Agent for Director  
of the Houston Airport System  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

#### Contractor

Superior Building Services, Inc.  
6430 Alder Drive  
Houston, Texas 77081  
Phone: 713-661-5414  
Fax: 713-661-4412

The Parties agree as follows:

### B. Table of Contents

This Agreement consists of the following sections:

## TABLE OF CONTENTS

### Page No.

<b>I.</b>	<b>PARTIES.....</b>	<b>1</b>
A.	Address.....	1
B.	Table of Contents .....	2
C.	Parts Incorporated.....	3
D.	Controlling Parts .....	3
E.	Definitions .....	3
F.	Signatures .....	4
<b>II.</b>	<b>DUTIES OF CONTRACTOR.....</b>	<b>5</b>
A.	Scope of Services .....	5
B.	Release .....	5
C.	Indemnification .....	5
D.	Indemnification Procedures .....	6
E.	Insurance.....	7
F.	Warranties.....	8
G.	Licenses and Permits.....	9
H.	Compliance with Equal Opportunity Ordinance.....	9
I.	MWBE Compliance.....	9
J.	Drug Abuse Detection and Deterrence.....	9
K.	Environmental Laws .....	10
L.	Contractor's Performance .....	11
M.	Payment of Subcontractors.....	11
<b>III.</b>	<b>DUTIES OF CITY .....</b>	<b>13</b>
A.	Payment Terms.....	13
B.	Taxes .....	13
C.	Method of Payment .....	13
D.	Method of Payment - Disputed Payments.....	13
E.	Limit of Appropriation .....	14
F.	Changes.....	15
<b>IV.</b>	<b>TERM AND TERMINATION.....</b>	<b>17</b>
A.	Contract Term .....	17
B.	Notice to Proceed .....	17
C.	Renewals .....	17
D.	Time Extensions.....	17
E.	Termination for Convenience by the City .....	17
F.	Termination for Cause by City .....	18
G.	Termination for Cause by Contractor.....	19
H.	Removal of Contractor Owned Equipment and Materials.....	19

<b>V.</b>	<b>MISCELLANEOUS .....</b>	<b>20</b>
A.	Independent Contractor .....	20
B.	Force Majeure.....	20
C.	Severability.....	20
D.	Entire Agreement .....	21
E.	Written Amendment .....	21
F.	Applicable Laws .....	21
G.	Notices .....	21
H.	Non-Waiver.....	21
I.	Inspections and Audits.....	22
J.	Enforcement .....	22
K.	Ambiguities.....	22
L.	Survival.....	22
M.	Parties In Interest.....	22
N.	Successors and Assigns.....	23
O.	Business Structure and Assignments .....	23
P.	Remedies Cumulative.....	23

## **EXHIBITS**

- A. DEFINITIONS**
- B. SCOPE OF SERVICES**
- C. EQUAL EMPLOYMENT OPPORTUNITY**
- D. MWBE SUBCONTRACT TERMS**
- E. DRUG POLICY COMPLIANCE AGREEMENT**
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS**
- G. DRUG POLICY COMPLIANCE DECLARATION**
- H. FEES AND COSTS**

### **C. Parts Incorporated**

The above described sections and exhibits are incorporated into this Agreement.

### **D. Controlling Parts**

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

### **E. Definitions**

Certain terms used in this Agreement are defined in Exhibit "A".


F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

**SUPERIOR BUILDING SERVICES, INC.**

WITNESS (if not a corporation):

By:   
Name: ED BOYLAN

Title: VICE PRESIDENT

By:   
Name: OSCAR CASTELLON

Title: PRESIDENT

Federal Tax ID Number: 76-0464835

ATTEST/SEAL:


  
City Secretary

CITY OF HOUSTON, TEXAS

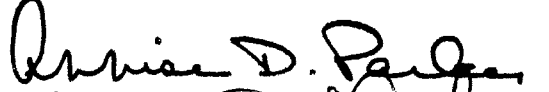

Signed by:

  
Mayor

APPROVED:

  
City Purchasing Agent

COUNTERSIGNED BY:


  
  
City Controller

DATE COUNTERSIGNED:

3-14-05

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

2-16-05  
Date

  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

### B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT

**NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT;  
AND**

- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**D. INDEMNIFICATION PROCEDURES**

- (1) Notice of Claims.** If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- (a)** a description of the indemnification event in reasonable detail,
  - (b)** the basis on which indemnification may be due, and
  - (c)** the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

**(2) Defense of Claims**

- (a) Assumption of Defense.** Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether

or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
- (3) Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence
- (4) Employer's Liability  
Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may :

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,



- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **fifteen percent (15%)** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

- (1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and

Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. Environmental Laws

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TQEC"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws).

Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

### III. DUTIES OF CITY

#### A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

#### B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

#### C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

#### D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

#### E. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$221,062.51** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- (3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

**[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]**

Signed:

[Signature of City Purchasing Agent or Director upon written authorization by the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
  - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
  - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
  - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.



## IV TERM AND TERMINATION

### A. Contract Term

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

### B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

### C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

### D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

### E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice

showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then

the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## V MISCELLANEOUS

### A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
  - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement.

**CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

### C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

## **EXHIBIT "A"**

### **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Houston Airport System who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.



**EXHIBIT "B"**  
**Scope of Services**

**1.1 SCOPE OF SERVICES**  
**SERVICES IN GENERAL**

For and in consideration of the payment specified in this Agreement, Contractor shall clean windows and glass surfaces i.e. "The Work" at Houston Airport System (HAS) as outlined herein.

Contractor shall furnish all necessary equipment, material, supplies, personnel, services, and otherwise all activity necessary for, or incidental to, the performance of The Work, and to otherwise fulfill all other requirements of this contract. Contractor shall provide sufficient personnel to ensure the cleaning frequencies as described in Exhibit "BB-1" or as modified by Facilities Administration.

All Work shall be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the Work. These standards will be achieved by continuous improvement through open communications with HAS, regular management reviews, industry guidelines, and professional development of employees.

- Contractor shall provide work schedules to be approved by Facilities Administration to complete the work as described in Exhibit "BB-1" or as modified by Facilities Administration.
- HAS will pay for square footage actually cleaned and verified by Facilities Administration.
- Contractor shall coordinate all work with Facilities Administration and shall not enter AOA designated areas with personnel, scaffolding or equipment without the authorization of Facilities Administration.

**BASIC SERVICES**

**1. Scheduled Service – IAH/HOU**

Contractor shall clean windows and glass surfaces at IAH/HOU on a scheduled basis in accordance with Exhibit "BB-1" or as modified by Facilities Administration.

- a. Contractor's supervisor must check in at the offices of the Facilities Administration Section daily at IAH/HOU prior to commencing approved scheduled work. At that time, additional instructions, if any, will be provided. When the work is completed, or upon cessation of work, Contractor shall return to the offices of the Facilities Administration Section. Facilities Administration will verify and approve square footage completed.

**2. On Call Service – EFD**

Contractor shall clean windows and glass at EFD on an "as requested" basis in accordance with Exhibit "BB-1" or as modified by Facilities Administration.

**3. Specific Tasks**

- a. The work to be performed shall include cleaning all designated windows, squeegeeing glass surfaces as necessary, wiping adjacent frames and window sills free of excess water, and mopping any excess water which may spill or collect on interior floors and carpeting.
- b. Care will be exercised to prevent streaking or staining window frames, ledges, walls, and painted panels.
- c. Any paint drops or smears shall be removed from surfaces being washed. Steel wool shall not be used.

- d. Surface of glass shall be washed to remove all traces of film, smudge, dirt and other foreign matter.
- e. All broken or loose glass and defective items discovered shall be reported to the Superintendent, Facilities Administration.

## **1.2 PROTECTION/PROPERTY DAMAGE**

Contractor shall bear all costs associated with any damage that results from Contractor's and their Sub-contractor's negligence...

Contractor shall ensure its lifting devices and equipment do not damage building surfaces.

Contractor shall cover or otherwise protect pedestrians, vehicles, ground surfaces, grass, plants, shrubbery, and other real property, lighting, sidewalks, and signage in the work site area from damage, water, and wash solutions.

## **1.3 CLEAN-UP**

Contractor shall be responsible for the disposal of all waste or materials resulting from the Work under this Agreement. Handling, transport, and disposal of waste or materials must be done in such a manner as to insure the highest level of safety to the environment and to public health.

Contractor shall perform final clean up of the work area prior to requesting a final inspection of the completed Work.

## **1.4 STAGING AREA**

HAS will provide the Contractor with a temporary lay-down area to accomplish the Work. HAS assumes no responsibility for the Contractor's property.

## **1.5 UTILITIES**

HAS will provide electric and water hook-up at no cost to Contractor. Water must be turned off when not in use.

## **1.6 WORK HOURS**

Contractor's normal work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except as otherwise directed by HAS. Contractor shall perform the Work in such a manner as to prevent inconvenience to Airport patrons, HAS personnel, and other users of the Airport. At the direction of HAS, Contractor shall modify its cleaning schedule on a 24/7 basis.

## **1.7 SUPPLIES**

Contractor shall use cleaning supplies designed for commercial window and glass surfaces. The cleaning supplies shall not be harmful to environment and surfaces with which they come in contact.

Contractor shall submit with its bid, and on an ongoing basis, a list of all supplies, materials, and equipment to be used in the performance of the work required by the Agreement, including, but not limited to Material Safety Data. Chemical products must be in their original labeled containers. Labels must include the chemical name, instructions for use, and hazards.

## **1.8 SUBCONTRACTORS**

Contractor shall manage, control, and be responsible for all the work performed by its Subcontractors/Agents. A complete list of all subcontractors shall be submitted to HAS for approval prior to Subcontractor/Agent commencing work.

## **1.9 EQUIPMENT**

Contractor shall ensure that appropriate equipment is available on-site when needed. Contractor's equipment, i.e., ladders, safety equipment, lift devices and scaffolds, shall be in good working condition. Contractor's equipment shall not damage HAS facilities.

The use of self-propelled platform lift device(s) in lieu of suspended basket(s) is mandatory for cleaning exterior windows and glass surfaces at all HAS facilities.

The Contractor shall promptly remove all equipment and supplies from the work site as work is completed. The City will not be responsible for storing Contractor's supplies and equipment.

#### **1.10 SUPERVISION**

Contractor shall ensure that all work required by the Agreement is supervised by a Working Supervisor responsible for directing the work. The Working Supervisor shall have a minimum of five (5) years directly related supervisory experience on projects of similar size and scope. Contractor shall ensure that the Working Supervisor is available at all times while work is in progress to receive notices, reports, or requests from HAS' designated representatives. Contractor shall be required to contact HAS' designated representatives for special instructions.

Contractor shall provide the necessary number of personnel required to perform the tasks necessary to accomplish the scope of work detailed herein. Should HAS determine that Contractor is not meeting the Agreement responsibilities with Contractor's staff, then HAS will request that Contractor increase its staff in order to meet Agreement obligations. Contractor understands that Contractor is fully responsible to increase its staff at no cost to HAS as required to fulfill the requirements of the Agreement. When requested by HAS, as a result of failure to adequately provide the service, Contractor shall provide additional personnel to resolve immediate problems related to under-staffing in addition to increasing its staff at no cost to HAS.

Contractor shall establish communications link with HAS for the duration of the Agreement. Contractor shall provide home/office/mobile phone and pager numbers where HAS can contact or leave a message on a 24/7 basis. Contractor shall respond to messages within one hour.

#### **1.11 CONTRACTOR'S LIABILITY**

In addition to any insurance which is required by statute or City Ordinance, the Contractor understands that it will be liable to the City for any damage caused to City property or any individual or accident caused by Contractor or may occur in the course of performance of cleaning City facilities.

Contractor is responsible for their equipment damaging City property. Contractor must replace or repair any City property or windows glass, and exterior surfaces damaged by their negligence at no cost to the City.

#### **1.12 CLEANING WARRANTY**

The Contractor warrants that all work performed under this Contract shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the United States for services of like kind. The Contractor further warrants that all work performed under this Contract shall be performed by trained and skilled persons having substantial experience in the window and glass cleaning business.

#### **1.13 INCREASE OR DECREASE OF WORK – INCLUSIONS/EXCLUSIONS**

From time to time throughout the Term of the Agreement, the Director may, by written notice (see Exhibit "BB-2") to Contractor, increase and/or decrease the square footage identified in Exhibit "BB-1," covered by the Agreement. Contractor's sole compensation for such adjustment will be the unit cost per square foot per the Fee Schedule. Contractor shall at all times provide an adequate number of on-site personnel at no additional cost to HAS.

#### **1.14 SAFETY**

Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable for services performed herein, including but not limited to the following:

- A. Contractor personnel shall wear applicable personal protection equipment at all times.

- B. Contractor personnel operating equipment and /or handling materials shall be fully trained in the safe operation of the equipment or materials.
- C. Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

#### **1.15 SECURITY AND BADGING**

Contractor shall comply with all applicable Federal rules governing security at the Airport, as may be amended from time to time.

- A. All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation.
- B. Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractor's personnel. On-site personnel shall wear identification badges at all times while on Airport property. *The cost of badges, which is subject to change, is currently \$45.00 each at IAH/HOU and \$6.00 each at EFD.* Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate.
- C. Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.

#### **1.16 AIR OPERATIONS AREA (AOA) POLICY**

The AOA is a restricted area that includes all runways, ramps, taxiways and aprons located within the airport security fence area. Contractor's personnel will be required to perform work within the apron area of the AOA. Contractor shall obtain the necessary authorization and badging from the Director or his designee and shall follow all rules and regulations while on the AOA.

#### **1.17 CONTRACTOR'S RADIO COMMUNICATIONS REQUIREMENTS**

HAS will provide Contractor two handheld radios with batteries and chargers for Contractor's use on this contract. The radios will be programmed to transmit and receive on Harris County trunked frequencies. Upon cancellation or termination of Agreement, Contractor shall return all radios provided to HAS.

- Contractor shall operate the radios within protocols established by HAS and the FAA.
- Contractor shall be assessed a one-time service credit in the amount of \$10.00 each, for initial programming of each radio.
- Contractor will be assessed a monthly service credit in the amount of \$10.00 each, for maintenance of each radio. Contractor shall return radios requiring maintenance to HAS.
- Contractor shall pay for time and materials to repair any damaged radio(s) and full replacement costs for any radio(s) that are lost.
- Upon termination of the Agreement, the radios remain the property of HAS.

#### **1.18 TRANSPORTATION AND PARKING**

Contractor shall park its vehicles in areas designated by the Director at its own cost. All transportation activities of Contractor or its subcontractors necessary to perform under the Agreement must be provided by Contractor.

### **1.19 PRE-PERFORMANCE CONFERENCE**

Prior to commencing performance under the Agreement, Contractor shall attend a pre-performance conference with representatives of HAS. HAS will specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference must include the Contractor's supervisors. Items to be addressed at the pre-performance conference include, but are not limited to, the following:

- Cleaning Methods and Equipment
- Work scheduling
- Channels of communication
- Logistical management of Contractor-furnished supplies and equipment
- Facilities utilization (including storage areas, airport drawings, access routes, etc.)
- Other work/services
- Implementation of additional procedures to ensure Agreement is performed in accordance with its terms.

### **1.20 COORDINATION MEETINGS**

Throughout the Term of the Agreement and any extensions hereto, Contractor shall meet with the Director, as determined necessary by him, to identify and resolve performance issues. Notice of any such coordination meeting may be given by the Director to Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and general purpose. Contractor's designated attendees must be present at any such performance meeting for its duration and must take minutes. The meeting minutes must be transcribed by Contractor in approved typewritten form and must be submitted to the Director for his approval within five (5) days of any such meeting. The Director has the right to dispute the accuracy of the minutes and will note the discrepancies in the minutes prior to his approval. Once approved, the original will be retained by HAS and copies will be provided to all attendees.

### **1.21 OTHER WORK/SERVICES**

Within the general scope of the Agreement, Other Work/Services may be required to meet desired conditions not covered in the Basic Services category of the contract. Contractor shall provide the Other Work/Services specified on an as-need basis when HAS authorizes such services in a written form describing the scope and cost of the services.

Contractor shall provide labor and materials at the rate agreed to by HAS and Contractor. Contractor shall submit copies of purchase orders and invoices for materials and equipment for Other Work/Services evidencing Contractor's acquisition costs. Contractor shall maintain proper accounting procedures to facilitate City audit of Contractor's expenses.

### **1.21 PERFORMING OTHER WORK/SERVICES**

Other Work/Services shall be performed in accordance with all provisions of this Agreement and any special provisions issued with the Other Service/Request (OSR).

- A. Before issuing an OSR, HAS will first issue a written notice to Contractor detailing the specific Other Work/Services to be performed by Contractor.
- B. In response to any such written notice, Contractor shall provide HAS with a written proposal within 3 days after receipt of OSR Request. The proposal must include a description of the services to be performed, applicable labor rates, estimated labor hours, performance schedule, total estimated cost, and any other requirements set forth in the written notice to Contractor.
- C. Contractor shall furnish all materials, labor, tools, equipment, transportation, and incidentals for accomplishing the described services. HAS will not approve an OSR without a specified completion date. Contractor shall complete all such Other Work/Services within the time specified in the OSR. Contractor can request in writing an extension to the completion date. However, HAS may or may not allow the extension. HAS' decision is final.

- D. Upon receipt of Contractor's proposal, HAS has the option to reject Contractor's proposal, require resubmission with revised or additional information, or issue an OSR. Should HAS reject Contractor's proposal and require resubmission, Contractor shall resubmit a modified proposal within three days of the rejection.
- E. Upon approval by HAS of the modified proposal, an OSR will be issued. Contractor shall commence work as stated in the OSR. Contractor shall diligently work to completion in accordance with the terms and conditions of the Agreement and the approved OSR.
- F. Labor costs must not exceed the rate stated in the Bid Form.
- G. When Other Work/Services have been completed, a copy of the approved OSR must accompany the monthly invoice.
- H. While performing work on any OSR, if hidden damage or additional cost is discovered, Contractor shall notify the Director immediately. After determining the extent of hidden damage a supplemental OSR may be submitted.
- I. In the case of emergency service, Contractor may perform Other Work/Services upon the verbal approval of the Director. However, during the next business day, the Director will submit his or her verbal Emergency Service Request in writing.

#### **1.22 INVOICING**

Contractor shall submit its invoices for work completed on a form(s) approved in advance by the Director; invoices must be accompanied by support documents requested by the Director.

Each invoice submitted must be in duplicate and each copy must include required attachments. The invoice must be identified by the Agreement name and Agreement number. All invoices are to be delivered or mailed to the following location:

City of Houston  
 Department of Aviation  
 Finance Division/Accounts Payable  
 P.O. Box 60106  
 Houston, Texas 77205-0106

- A. Contractor shall provide separate monthly invoices for any completed work at each Airport.
- B. Invoices must be submitted with applicable copies of Contractor's daily work schedules attached that have been approved by Facilities Administration.
- C. Invoices submitted for services performed as the result of change orders require copies of the applicable change order also be attached to the original and each of the two (2) invoice copies.
- D. Invoices submitted for services performed as the result of other work/services require a copy of the Director's written request be attached to the original and each of the two (2) invoice copies.

#### **1.23 ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated square footage specified herein are not a guarantee of actual square footage, as the City does not guarantee any particular square footage of window and glass surface cleaning services during the term of this contract. The square footage may vary depending upon the actual needs of the user Department. The square footage specified herein is a good faith estimate of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the square footage specified herein.

## **1.24 WARRANTY OF SERVICES**

- A. *Definitions:* "Acceptance" as used in this clause, shall be determined by the Director and be established when the Director determines that the unit of Work specified under the Agreement is complete and acceptable. "Correction" as used in this clause, means the elimination of a defect.
- B. As otherwise noted in the specification; and notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- C. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- D. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

## **1.25 REPORTING REQUIREMENTS**

Contractor shall provide HAS with printed reports and electronic file of the work on a monthly basis in Excel, in a format approved by HAS. The reports shall be structured as follows:

Monthly work schedule summary report that lists monthly labor hours utilization to include but not be limited to:

- Monthly hours by airport, building, location
- Monthly square footage of areas cleaned by airport, building, location
- Monthly summary by employee name, type of work, airport
- Monthly square footage of inventory by airport, building, location

Reports are due no later than fifteen (15) days following the period being reported. The reports shall be signed by the Project Coordinator. Such signature shall be certification that all reports and information are accurate.

**Exhibit "BB-1"**  
**WORK LOCATIONS/FREQUENCY SCHEDULE**

**IAH (GEORGE BUSH INTECONTINENTAL AIRPORT)**

**A. TERMINAL "A"**

1. Main Building – All exterior windows on South Face, North Face, West Face, East Face, and U-Ramp East, including glass doors, All Levels, Both surfaces, Bi-monthly ( 6 times per year).
2. Atriums (North, West, South, and East Atriums) – All interior window, outside surfaces- Semi-annual, (2 times per year).
3. Atriums (North, West, South, and East Atriums) – All interior windows, inside surfaces – Semi-annual, (2 times per year).
4. New Atriums (North, West, South and East Atriums)-Level 3 exterior Surfaces, Semi-Annual, (2 Times per year)
5. South Concourse (North, West, South, and East Faces) – All exterior windows, both surfaces, Exterior – bi-monthly (6 times per year) and Interior – Monthly (12 times per year), Level 1 Interior – Weekly (52 times per year).
6. South Concourse Pedestrian Bridge ( South Side) – All exterior windows, both surfaces, Exterior – bi-monthly (6 times per year) and interior – Monthly (12 times per year), Level 1 Interior – Weekly (52 times per year).
7. South Concourse Bag Belt Bridge – All windows, Monthly (12 times per year).
8. South Concourse Skylight – Both Surfaces, Bi-monthly (6 times per year).
9. SE Corner Escalator – Lobby Window, both surfaces, bi-monthly
10. North Concourse (North, West, South, and East Faces) – All exterior windows, both surfaces, Exterior – bi-monthly (6 times per year) and Interior – Monthly (12 times per year), Level 1 Interior – Weekly (52 times per year).
11. North Concourse Pedestrian Bridge ( North Side) – All exterior windows, both surfaces, Exterior – bi-monthly (6 times per year) and interior – Monthly (12 times per year), Level 1 Interior – Weekly (52 times per year).
12. North Concourse Bag Belt Bridge – All windows, Monthly (12 times per year).
13. North Concourse Skylight – Both Surfaces, Bi-monthly (6 times per year).
14. Aviation ComCenter and Houston Police Department Dispatch Area – All Interior Windows including glass wall in hallway, and glass doors at receptionist area and subway stations – Both Surfaces, Biweekly, (26 times per year).
15. Glass Entrance Autodoors (Baggage Level North, West, South, U-Ramp) Both Surfaces, Twice Daily.
16. Expansion Area N/E Corner – Level's 1,2,3,4, Exterior/Interior Surfaces, Monthly
17. Expansion Area S/E Corner – Level's 1,2,3,4, Exterior/Interior Surfaces, Monthly
18. Expansion Area E/S Rotunda Level 1, Exterior/Interior Surfaces, Monthly



19. Rotunda Glass Panels – Level 1, Exterior Surfaces, Monthly
20. Expansion Area N/W Corner – Level 1 N/W Corner Interior/Exterior Surfaces Monthly, Level 2 & 3 Exterior Surfaces, Monthly
21. Expansion Area S/W Corner – Level 1 S/W Corner Interior/Exterior Surfaces Monthly, Level 2, 3 & 4 Exterior Surfaces, Monthly

**B. A & B Terminals Parking Garage**

**C. TERMINAL “B”**

1. Main Building – All exterior windows on East Face, West Face, North Face, and South Face, Both Surfaces – including glass doors at Levels 1, 2, and 3 – Bi-monthly, 6 times per year.
2. Atriums (North, West, South, and East Atriums) – All exterior windows, both surfaces, Semi-annual, 2 times per year
3. New Atriums (North, West, South and East Atriums- Level 3, Exterior Surfaces Semi-Annual (2 Times per year)
4. Flight Stations (Flight Stations 5, 6, 7, and 8) – All exterior and glass panels, including exterior surfaces of fluorescent light bands located exterior at Ramp Level, Both Surfaces, Bi-monthly, 6 times per year.
5. North Pedestrian Bridge (to People Mover Station) – All exterior windows, both surfaces, Exterior - Bi-monthly (6 times per year) & all Interior surfaces – Monthly (12 times>year).
6. Main Building, South Side Sterile Corridor to Flight Stations #7 and #8. Interior window, (3 times per week – Monday, Wednesday, Friday).
7. Glass Entrance Autodoors (Baggage Level North, West, South and U-Ramp) Both surfaces, twice daily.
8. Retail Store Windows –Level 1, Exterior Surfaces, Weekly
9. Walkway Parking Garage to Terminal – Level 1, Exterior Surfaces, Bi-Monthly (6 Times per year) Interior Surfaces, Monthly

**C. APM MAINTENANCE BUILDING -**

1. Windows exterior surfaces 4 times per year, interior surfaces monthly.

**D. TERMINAL “C” COMPLEX includes Parking Garage C West and Parking Garage C East**

1. Main Building – All exterior windows on North Face, South Face, East Face, and West Face. Both surfaces, exterior – Bi-monthly (6 times per year) and all interior – Monthly (12 times per year).
2. North and South Pedestrian Bridges – All exterior windows, Both Surfaces, exterior – Bi monthly (6 times per year) and all interior surfaces – Weekly ( 52 times per year).
3. North and South Concourses (Gates C-14 to C-21; C-22 to C-25; C-30 to C-33; C-34 to C-42; and C-43 to C-47) – All exterior windows, Both Surfaces, Exterior – Bi-monthly (6 times per year) and all Interior – Monthly (12 times per year), Level 1, Interior – Weekly (52 times per year).
4. North and South Skylights – Both Surfaces – Bi-monthly (6 times per year).

5. Glass Divider – Baggage area glass divider and glass by escalator and stairwell from train to first level – Both Surfaces – Three (3) times per Week (Monday, Wednesday, Friday).
6. Ticket Lobby, Mezzanine Walkway Partition Both Surfaces, Bi-weekly (2 times per week).
7. Ticket Lobby, Escalator Stairway side glass Both Surfaces, Three (3) times per week (Monday, Wednesday, Friday).
8. Glass Entrance Autodoors (Baggage Level North, West, South, U-Ramp, and C-West Garage) Both Surfaces, twice daily.
9. New Walkway Terminal "C" to Garage- Access III. All Exterior window surfaces – Bi-Monthly (6 times per year) and all interior surfaces – Monthly (12 times per year).
10. Checkpoint Area-West Side-Level 1, Interior/Exterior Surfaces Three (3) times per week (Monday, Wednesday, Friday)
11. Checkpoint Area West Side, Circle Walkway –Level 1 Interior Surfaces, Weekly and Level 2 Exterior Surfaces Monthly
12. Checkpoint Area West Side, Crosswalk - Level 1 Interior Surfaces, Weekly and Level 3 Exterior Surfaces, Monthly
13. Checkpoint Area West Side Entrance - Level 1 Exterior/Interior Surfaces, Weekly
14. Security Guards Booths All Exterior Windows, Both Surfaces – Bi-Monthly (6 times per year).

#### **E. TERMINAL "D"**

1. IAB Gates 1-3, Level 1 windows, all Interior surfaces – 3 times per week (Monday, Wednesday, Friday).
2. IAB Gates 4-12, Level 1 windows, all Interior surfaces -3 times per week (Monday, Wednesday, Friday).
3. Southside Terminal – All Exterior windows, Both Surfaces on Level 1- Weekly, (4 per month), All Interior Windows – Three (3) times/week (Monday, Wednesday, Friday).
4. Southside Terminal – All Exterior windows, Both Surfaces, on Levels 2, 3, and 4 – Quarterly, (4 times per year).
5. Southside East Passenger Walkway – All exterior windows, both surfaces, Exterior – Bi-monthly (6 times per year) and Interior – Monthly (12 times per year).
6. Northside Terminal – All exterior windows, Exterior surfaces – Bi-Monthly (6 times per year) and Interior surfaces Monthly (12 times per year).
7. Eastside Main Terminal – All exterior windows, Exterior surfaces – Bi-monthly (6 times per year) and Interior surfaces – Monthly (12 times per year).
8. Westside Main Terminal – All exterior windows, Both Surfaces – Exterior – Bi-monthly (6 times per year) and Interior- Monthly (12 times per year).
9. South Elevation Skylights – All exterior windows (South Leg and North Leg) – Both Surfaces, Exterior surfaces, Semi-annually (2 times per year) and Interior surfaces – Quarterly (4 times per year).

NOTE: The exterior surfaces of the skylight can be cleaned from the roof; however, no heavy equipment can be utilized on the roof for cleaning North or South exterior windows.

10. Terminal "C" Link South – All exterior windows, Both Surfaces, Exterior – Bi-monthly (6 times per year) and Interior – Monthly (12 times per year).
11. Terminal "C" Link North – All exterior windows, Both Surfaces Exterior – Bi-Monthly (6 times per year) and Interior- Monthly (12 times per year).
12. Southside Terminal Vestibules - Both surfaces, Weekly (4 times per month).
13. Checkpoint Enclosure - Both surfaces, Monthly (12 times per year), Exterior – Weekly (52 times per year).
14. Glass Entrance Autodoors and Vestibule Doors Both Surfaces, twice daily.
15. Interior Glass (IAB Secure Corridor and C-Link Secure Corridor) Both Surfaces, Weekly (4 times per month).
16. Escalator Side Glass (Level 88) Both Surfaces, Three (3) times per week (Monday, Wednesday, Friday).
17. Picture Display (Level 88) Daily.
18. All Exterior Windows, Both Surfaces – Bi-Monthly (6 times per year).
  - a. U.S. Customs Cargo North – including doors, Level 1
  - b. Security Guards Booths.

#### **F. FIS COMPLEX**

1. Atrium and Roof End Enclosures - North and South, Both surfaces to be cleaned Monthly ( 12 times per year)
2. West End - Departures Level and Arrivals level, Both surfaces to be cleaned weekly (52 times per )
3. Skylight - West if Atrium, North Side-Monthly (12 times per year)
4. North Secure Bridge – East and West Side West side weekly (52 times per year)
5. North Sterile Bridge – East Side bi-monthly (6 times per year) West side weekly (52 times per year)
6. South Secure Bridge - East Side bi-monthly (6 times per year). West side weekly (52 times per year)
7. South Sterile Bridge - East side bi-monthly ( 6 times per year), Escalator enclosures weekly (52 times per year) . West side bi-monthly (6 times per year), Escalator enclosures weekly (52 times per year). Semi-circular skylight over sterile corridor bi-monthly (6 times per year).

#### **G. AIRPORT SERVICES COMPLEX (ASC)**

1. Physical Plant Maintenance Building – All Exterior Windows including all Glass entry Doors and Sidelights, Both Sides, Bi-Monthly, 6 times year.
2. Technical Services Division – All Exterior Windows including all Glass Entry Doors and Sidelights, Both Sides – Bi-Monthly (6 times per year).
3. Airfield and Grounds Maintenance Building – All Exterior Windows including all Glass. Entry Doors and Sidelights, Both Sides – Bi-Monthly (6 times per year).

\*NOTE: All Level 2 Windows are clerestory windows at the Mezzanine level with exterior surfaces accessible from standing on the roof.

## **H. CENTRAL PLANT**

### **I. ADMINISTRATION COMPLEX, (16930 J.F. Kennedy Blvd.)-**

1. All Exterior Windows Including Glass Walls in the Director's Office, Both Surfaces – Monthly (12 times per year).
2. Admin Building Expansion Windows –Level's 1,2,3 & 4, Exterior Surfaces, Monthly
3. Admin Building Expansion Windows – Level's 1 & 2, Interior Surfaces, Monthly
4. Admin Building Expansion, Lobby Windows- Level's 1,2,3,& 4, Interior/Exterior Surfaces, Monthly
5. Admin Building Expansion, Partition Glass – Level 1 & 2, Interior/Exterior Surfaces

### **J. CRASH/RESCUE/FIRE**

1. ARRF Stations 54, 92, and 99 (Including doors and interior windows) Levels 1 & 2.

### **K. TECHNICAL SERVICE COMPLEX**

1. All Exterior Windows including all Glass Entry Doors and Sidelights, both sides, including interior glass panels– Bi-Monthly (6 times per year).

### **L. FINANCE BUILDING (Q)**

1. Building "Q" (108 Standifer) – Level 1

### **M. TRAIN TUNNEL**

1. Glass Autodoors at Stairwells (Stairwells #1 through #10) Both Surfaces, Weekly (4 times per month).
2. Train Stations All Exterior Glass surfaces and Panels, Weekly (4 times per month).

### **N. OTHER**

1. Convex Mirrors (Tug Tunnels, Apron Areas) Semi-annual (2 times per year)

## HOU ( WILLIAM P. HOBBY AIRPORT )

### **A. HOU PARKING**

1. Garage & Atrium – All windows interior and exterior surfaces-Quarterly (4 times per year.)
2. Garage & Atrium - All exterior surfaces, Quarterly (4 times per year)

### **B. HOU TERMINAL COMPLEX**

1. Concourse A and C -- Exterior windows - quarterly (4 times per year) and Interior window (inside surfaces) –Quarterly (4 times per year)
2. Lobby – All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)
3. Baggage Claim – All exterior windows, both surfaces interior and exterior - quarterly (4 times per year)
4. Central Concourse Checkpoint Area - All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)
5. Central Concourse Pedestrian Bridge - All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)
6. Central Concourse – All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)

### **C. ADMINISTRATION OFFICE BUILDING**

1. Windows - All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)

### **D. GROUND TRANSPORTATION BUILDING**

1. Windows - All Exterior Windows both surfaces both surfaces interior and exterior- quarterly (4 times per year)

### **E. FAA BUILDING**

1. Windows - All Exterior Windows both surfaces, interior and exterior- quarterly (4 times per year)

## EFD (ELLINGTON FIELD)

### **F. CONTROL TOWER**

1. Windows - All Exterior Windows both surfaces, interior and exterior-as requested. (excludes small high windows)

### **G. ADMINISTRATION BUILDING (510)**

1. Windows - All Exterior Windows both surfaces, interior and exterior-as requested.

Exhibit "BB-2"

ESTIMATED INITIAL ANNUAL CLEANING REQUIREMENT

NOTE: Any Amounts indicated below are estimated amounts for Basic Services for each year of the Agreement. The actual square footage for Basic Services may be higher or lower than any estimates, and Contractor shall be paid only for actual work performed, subject to prior HAS direction and approval.

LOCATION (IAH)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TOTAL (IAH)	12,503,366	12,503,366	12,503,366	12,503,366	12,503,366
LOCATION (HOU)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TOTAL (HOU)	542,478	536,306	536,306	531,406	531,406
LOCATION (EFD)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
TOTAL (EFD)	1,248	1,248	1,248	1,248	1,248

NOTE: THE SQUARE FOOTAGES LISTED ABOVE REPRESENT THE WINDOW/GLASS AREA (IN SQUARE FEET TO BE CLEANED) TIMES THE WINDOW CLEANING FREQUENCY IDENTIFIED IN EXHIBIT "C."

## **EXHIBIT "C"**

### **EQUAL EMPLOYMENT OPPORTUNITY**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

## EXHIBIT "D"

### MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
  - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
  - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
  - c. Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
  - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
  - e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.



## EXHIBIT "E"

### DRUG POLICY COMPLIANCE AGREEMENT

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT "F"**

**Contractor's Certification Of No Safety  
Impact Positions In Performance Of A City Contract**

I, \_\_\_\_\_  
**(Name)(Print/Type)** **(Title)**

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date Contractor Name \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

---

---

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

I, \_\_\_\_\_ as an owner or officer of  
**(NAME) (PRINT/TYPE)**

\_\_\_\_\_  
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
**DATE** **CONTRACTOR NAME** \_\_\_\_\_  
\_\_\_\_\_  
**SIGNATURE** \_\_\_\_\_  
\_\_\_\_\_  
**TITLE** \_\_\_\_\_

**EXHIBIT "G"**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor or Vendor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Initials A written Drug Free Workplace Policy has been implemented and employees notified.  
The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_  
Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_  
Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

\_\_\_\_\_  
Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_  
Initials From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
(Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

\_\_\_\_\_  
Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_  
Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## **EXHIBIT "H"**

### **FEES AND COSTS**

<b>Years One, Two and Three</b>	<b>\$0.05/square foot</b>
<b>Option Years One and Two (Years Four &amp; Five)</b>	<b>\$0.06/square foot</b>